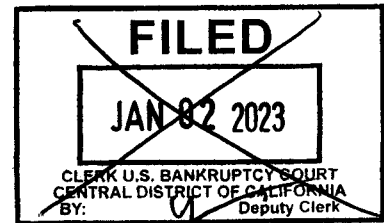
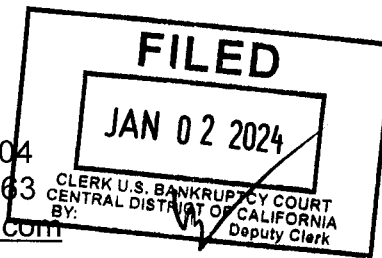


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Debtor In Pro Se

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION

In re

LESLIE KLEIN,

Debtor.

Case No.: 2:23-bk-10990-SK

Chapter 11

Adv. No.: 2:23-ap-01169-SK

DAVID BERGER,

Plaintiff,

v.

LESLIE KLEIN,

Defendant.

**ANSWER TO COMPLAINT TO DENY  
DISCHARGE OF DEBT AND DENIAL OF  
DISCHARGE (AS AMENDED BY PROOF  
OF CLAIM DATED DECEMBER 19,  
2023)**

Place: Courtroom 1575

Comes now the Defendant, Leslie Klein ("**Defendant**") for himself only, and for his answer to the Complaint to Deny Discharge of Debt and Denial of Discharge (the "**Complaint**") filed by David Berger (the "**Plaintiff**"), and states as follows:

**PREFACE**

Plaintiff caused a request for entry default to be filed November 28, 2023 and Default was entered thereon November 29, 2023. Plaintiff filed Proof of Claim dated December 19, 2023 thereby opening the default.

**CORE/NON-CORE DESIGNATION**

- 1  
2 1. The Defendant admits the allegations contained in paragraph 1 of the Complaint.

3  
4 **JURISDICTION, VENUE & STANDING**

- 5 2. The Defendant admits the allegations contained in paragraph 2 of the Complaint.

- 6 3. The Defendant admits the allegations contained in paragraph 3 of the Complaint.

- 7 4. The Defendant admits the allegations contained in paragraph 4 of the Complaint  
8 except the Plaintiff has filed a Proof of Claim dated December 19, 2023.

9  
10 **PARTIES**

- 11 5. The Defendant admits the allegations contained in paragraph 5 of the Complaint.

- 12 6. The Defendant admits the allegations contained in paragraph 6 of the Complaint.

- 13 7. The Defendant admits the allegations contained in paragraph 7 of the Complaint  
14 except that the second sentence (including footnote) should be stricken.

15  
16 **GENERAL ALLEGATIONS**

17 **8-21.** The Defendant generally denies all material allegations contained in paragraphs  
18 8-21 of the Complaint and further alleges that Plaintiff has filed a Proof of Claim on  
19 December 19, 2023 increasing the alleged damages to \$12,010,958.83; Defendant  
20 generally denies all material allegations contained in said Proof of Claim.

21  
22 **PLAINTIFF'S DISCOVERY OF DEFENDANT'S FRAUD**

- 23 **22.** The Defendant denies the allegations contained in paragraph 22 of the Complaint.

24  
25 **FIRST CLAIM FOR RELIEF**

26 **(Nondischargeability of Debt – 11 U.S.C §523(a)(2)(A))**

27 **23-30.** The Defendant generally denies all material allegations contained in  
28 paragraphs 23-30 of the Complaint and further alleges that Plaintiff has filed a Proof of

1 Claim on December 19, 2023 increasing the alleged damages to \$12,010,958.83;  
2 Defendant generally denies all material allegations contained in said Proof of Claim.

3 **SECOND CLAIM FOR RELIEF**

4 **(Nondischargeability of Debt – 11 U.S.C. §523(a)(4))**

5  
6 **31-37.** The Defendant generally denies all material allegations contained in  
7 paragraphs 31-37 of the Complaint and further alleges that Plaintiff has filed a Proof of  
8 Claim on December 19, 2023 increasing the alleged damages to \$12,010,958.83;  
9 Defendant generally denies all material allegations contained in said Proof of Claim.

10 **THIRD CLAIM FOR RELIEF**

11 **(Nondischargeability of Debt – 11 U.S.C. §523(a)(6))**

12  
13 **38-44.** The Defendant generally denies all material allegations contained in  
14 paragraphs 38-44 of the Complaint and further alleges that Plaintiff has filed a Proof of  
15 Claim on December 19, 2023 increasing the alleged damages to \$12,010,958.83;  
16 Defendant generally denies all material allegations contained in said Proof of Claim.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Objection to Debtor's Discharge – 11 U.S.C. §727(a)(2)(A))**

19  
20 **45-52.** Fourth Claim for Relief is dismissed by Order dated November 9, 2023.

21 **FIFTH CLAIM FOR RELIEF**

22 **(Objection to Debtor's Discharge – 11 U.S.C. §727(a)(2)(B))**

23  
24 **53-60.** Fifth Claim for Relief is dismissed by Order dated November 9, 2023.

25 **SIXTH CLAIM FOR RELIEF**

26 **(Objection to Debtor's Discharge – 11 U.S.C. §727(a)(3))**

27  
28 **61-65.** Sixth Claim for Relief is dismissed by Order dated November 9, 2023.

**SEVENTH CLAIM FOR RELIEF**

**(Objection to Debtor's Discharge – 11 U.S.C. §727(a)(4))**

**66-74.** Seventh Claim for Relief is dismissed by Order dated November 9, 2023.

**EIGHTH CLAIM FOR RELIEF**

**(Objection to Debtor's Discharge – 11 U.S.C. §727(a)(5))**

**75-77.** Eighth Claim for Relief is dismissed by Order dated November 9, 2023.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim for which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

As a separate and affirmative defense, Defendant is informed and believes and on that basis avers that Plaintiff and each person whose rights it purports to assert have unclear hands, and Plaintiff accordingly is barred from relief against Defendant for any reason stated in the Complaint or any purported Claim for Relief therein.

**THIRD AFFIRMATIVE DEFENSE**

As a separate and affirmative defense, Defendant avers that the Complaint, and each purported Claim for Relief therein, is uncertain, ambiguous, and unintelligible.

**FOURTH AFFIRMATIVE DEFENSE**

As a separate and affirmative, Defendant is informed and believes and on that basis avers that all equitable relief sought in the Complaint, and each purported Claim for Relief therein, is barred by laches.

**FIFTH AFFIRMATIVE DEFENSE**

As a separate and affirmative, Defendant is informed and believes and on that basis avers that Plaintiff and each person whose rights it purports to assert are estopped from

1 asserting each and every purported Claim for Relief in the Complaint, or from seeking  
2 any relief thereby.

3  
4 **SIXTH AFFIRMATIVE DEFENSE**

5 As a separate and affirmative, Defendant is informed and believes and on that basis avers  
6 that Plaintiff and each person whose rights it purports to assert have waived any and all  
7 right to relief against Defendant for any reason stated in the Complaint or any purported  
8 Claim for Relief therein and that the claims contained in the Complaint are subject to  
9 setoff and/or recoupment.  
10

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 As a separate and affirmative defense to each and every cause of action of the Complaint,  
13 Defendants allege that Plaintiff is barred from recovery against Defendants, in whole or  
14 in part, because Plaintiff has failed to satisfy conditions or obligations precedent to  
15 Defendants' performance of the contract or contracts.  
16

17 **EIGHT AFFIRMATIVE DEFENSE**

18 As a separate and affirmative defense to each and every cause of action of the Complaint,  
19 Defendants allege that Plaintiff's claims are barred by the doctrine of release and waiver.  
20

21 **NINTH AFFIRMATIVE DEFENSE**

22 As a separate and affirmative defense to each and every cause of action of the Complaint,  
23 Defendants allege that Plaintiff's claims are barred by the doctrine of equitable estoppel.  
24

25 **TENTH AFFIRMATIVE DEFENSE**

26 As a separate and affirmative defense to each and every cause of action of the Complaint,  
27 Defendants allege that Plaintiff's claims are barred or reduced by their failure to mitigate  
28 their damages.

**ELEVENTH AFFIRMATIVE DEFENSE**

As a separate and affirmative defense to each and every cause of action of the Complaint, Defendants allege that Plaintiff's claims are barred because Plaintiff's consented to Defendant's actions.

**TWELFTH AFFIRMATIVE DEFENSE**

Defendants reserve their rights to assert additional defenses as and when they learn of all the claims asserted against them, whether submitted or not, and as their discovery and investigation continues.

**WHEREFORE**, Defendant, respectfully requests an entry of order.

- Dismissing the Complaint as Amended by the Proof of Claim with prejudice;
- Entitling Defendant to recover the costs incurred in defending this action, including attorney's fees; and
- Granting such other and further relief as this Court deems just and proper.

Dated: December \_\_, 2023

---

LESLIE KLEIN  
Defendant

**ELEVENTH AFFIRMATIVE DEFENSE**

As a separate and affirmative defense to each and every cause of action of the Complaint, Defendants allege that Plaintiff's claims are barred because Plaintiff's consented to Defendant's actions.


**TWELFTH AFFIRMATIVE DEFENSE**

Defendants reserve their rights to assert additional defenses as and when they learn of all the claims asserted against them, whether submitted or not, and as their discovery and investigation continues.

WHEREFORE, Defendant, respectfully requests an entry of order.

- Dismissing the Complaint as Amended by the Proof of Claim with prejudice;
- Entitling Defendant to recover the costs incurred in defending this action, including attorney's fees; and
- Granting such other and further relief as this Court deems just and proper.

Dated: December 26, 2023

  
LESLIE KLEIN  
Defendant

**ANSWER TO COMPLAINT TO DENY DISCHARGE OF DEBT AND DENIAL OF DISCHARGE**

AAIn re: LESLIE KLEIN

Debtor(s)

DAVID BERGER

Chapter: 11

Case No: 2:23-bk-10990-SK

Adv. No: 2:23-ap-01169-SK

### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 301 East Colorado Boulevard, Suite 520, Pasadena, California 91101.

A true and correct copy of the foregoing document described as **ANSWER TO COMPLAINT TO DENY DISCHARGE OF DEBT AND DENIAL OF DISCHARGE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

#### I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On 12/17/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

[x] Service information continued on attached page

#### II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicated method for each person or entity served):

On 12/17/2023, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

[x] Service information continued on attached page


I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

12/17/2023

Date

Eric J. Olson

Type Name

  
Signature



In re: LESLIE KLEIN

Debtor(s)

Chapter: 11

Case No: 2:23-bk-10990-SK

DAVID BERGER

Adv. No: 2:23-ap-01169-SK

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

- Baruch C. Cohen [bcc@baruchcohenesq.com](mailto:bcc@baruchcohenesq.com),  
[paralegal@baruchcohenesq.com](mailto:paralegal@baruchcohenesq.com)
- Michael I. Gottfried [mgottfried@elkinskalt.com](mailto:mgottfried@elkinskalt.com), [cavila@elkinskalt.com](mailto:cavila@elkinskalt.com),  
[lwageman@elkinskalt.com](mailto:lwageman@elkinskalt.com), [docketing@elkinskalt.com](mailto:docketing@elkinskalt.com)
- Nikko Salvatore Stevens [nikko@cym.law](mailto:nikko@cym.law), [mandi@cym.law](mailto:mandi@cym.law)
- United States Trustee (LA) [ustpreion16.la.ecf@esdoj.gov](mailto:ustpreion16.la.ecf@esdoj.gov)

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL – VIA U.S. MAIL**

Hon. Sandra Klein  
U.S. Bankruptcy Court  
255 E. Temple Street #1582  
Los Angeles, California 90012